

REMARKS

I. Introduction

Claims 1-11 remain pending in the application. The Office action alleges that the inventions set forth by these claims do not to meet the requirements of 35 U.S.C. § 102 and are anticipated by U.S. Patent No. 5,369,705 to Bird (hereinafter “Bird”). The Office action further alleges that Claims 1-6 and 10-11 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application No. 2005/0004984 to Simpson (hereinafter “Simpson”) in view of U.S. Patent No. 6,141,760 to Abadi et al. (hereinafter “Abadi”). The applicants respectfully traverse the allegations and respond as follows. Withdrawal of the rejection and reconsideration is respectfully requested.

II. Rejection of Claim 11 under § 101

Claim 11 is amended according to the suggestions made in the present Office action. Applicants believe that claim 11 is now in condition for allowance.

III. Rejection of Claims 1-11 under § 102(b)

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. MPEP § 2131. Because Bird does not disclose “selecting at least one friendly name for the group (NAME_G), wherein the friendly name collectively identifies the peer-to-peer group [and] calculating a category identification (CID) for the group from the at least one friendly name” as recited in amended claim 1, the reference does not anticipate the claim.

Instead, Bird discloses a “group identifier GI which is the ordered (by names) list of the identities of the members to identify the group on every message.” A group identifier which is a by-name ordered list of the group is not the same as an identifier that “collectively identifies” the group as recited in claim 1. The difference between a list of the group members and a collective identification is significant because the latter will allow groups comprising identical members to be uniquely identified. For example, as disclosed by Bird, two groups comprising the same members would necessarily have identical group identifiers. Therefore, as disclosed by Bird, regardless of any other name associated with the group, any messages sent to two or more groups consisting of identical members would inevitably

conflict. In contrast, where, as recited in amended claim 1, the friendly name collectively identifies the group, the group name is not necessarily identical for two groups comprising the same members. As recited in claim 1, messages sent to two groups having identical members would not inherently conflict. Because Bird does not disclose “wherein the friendly name collectively identifies the peer-to-peer group” as recited, the reference anticipates neither claim 1 nor any of claims 2-11 dependent therefrom and the rejection of these claims should be withdrawn.

IV. Rejection of Claims 1-6 and 10-11 under § 103(a)

To establish a *prima facie* case of obviousness, the prior art reference (or references when combined) must teach or suggest all of the claim limitations. MPEP § 2143.

As a preliminary matter, the Office action does not properly allege a *prima facie* case of obviousness. The Office action bases its rejection on a previous version of claim 1, reciting:

A method of forming a peer-to-peer group, comprising the steps of selecting a friendly name for the group (NAME_G), calculating a category identification (CID) for the group, and providing the CID to a peer.

However, the action alleges:

As to claim 1, Simpson teaches a method of forming a peer-to-peer group, comprising the steps of selecting a friendly name for the group and providing the group to a peer...; however, Simpson does not explicitly teach providing the hashed name to a peer.

The previous version of claim 1 recites neither “providing the group to a peer” nor “providing the hashed name to a peer” as alleged. Rather, before the present amendment, claim 1 recited “calculating a category identification (CID) for the group, and providing the CID to a peer.” Because the rejection does not allege that the combination of Simpson and Abadi teaches or suggests all of the previous claim 1 limitations, the action does not set out a proper *prima facie* case of obviousness. Therefore, the rejection of claim 1 and all claims dependent therefrom should be withdrawn.

Notwithstanding the lack of a *prima facie* case of obviousness, neither Simpson nor Abadi teaches or suggests “providing the CID to at least one peer node within the peer-to-

peer cloud, wherein the CID allows the at least one peer node within the peer-to-peer cloud to communicate directly to the peer-to-peer group” as recited in amended claim 1.

Instead, Simpson discloses a system and method for providing online chat room interaction with a wire line telephone or other offline subscriber device. Paragraphs 73-76. However, Simpson does not disclose “providing the CID to at least one peer node within the peer-to-peer cloud ” as recited in amended claim 1. While the offline subscriber disclosed by Simpson may, through a service provider, receive a message that identifies a member of a chat room from a message posted to the chat room (Paragraph 74), an identification is never directly communicated from one peer node to another peer node within a peer-to-peer cloud as recited in amended claim 1. Providing the CID to a peer node as claimed is significant because it allows the newly-named group and its members to be discovered by other nodes within the peer-to-peer cloud. In contrast, providing an online message to an offline device user though a service provider, as disclosed by Simpson, merely allows the user to access a particular service or allows other users to observe a registered user’s activity within a chat room or other service. For example, the registration disclosed by Simpson will “inform the new high bidder of the intentions of the previous high bidder (i.e. subscriber)” (Paragraph 100), but does not disclose direct communication between group peer nodes as recited in amended claim 1.

Likewise, Abadi discloses generating unique passwords and usernames associated with online interaction (col. 3, lines 34-45), but does not disclose “providing the CID to at least one peer node within the peer-to-peer cloud, wherein the CID allows at least one peer node within the peer-to-peer cloud to communicate directly to the peer-to-peer group” as recited in amended claim 1. Instead, Abadi discloses supplying a “master password” and “real name” to a one-way hash function that creates a unique string to generate a unique user name. Col. 3, lines 34-40. The user may then use the unique name to communicate or identify himself online. The difference between creating the CID and providing it to a peer node to allow direct communication with a peer-to-peer group and creating a unique user name to communicate online is significant. For example, as previously discussed in association with Simpson, the unique user name disclosed by Abadi still requires the user to communicate though a service provider to facilitate online communication (Fig. 1, col. 3,

lines 52-56). However, as recited in amended claim 1, the CID provided to a peer node allows direct communication with a peer-to-peer group.

Therefore, because neither Simpson nor Abadi teaches or suggests the limitation “providing the CID to at least one peer node within the peer-to-peer cloud, wherein the CID allows at least one peer node within the peer-to-peer cloud to communicate directly to the peer-to-peer group” as recited in amended claim 1, the rejection is improper and should be withdrawn. Further, as claims 2-11 depend from an allowable claim, the rejections of these claims should be withdrawn, as well.

V. Conclusion

In light of the preceding remarks, withdrawal of the § 102(b) rejections relying on the disclosure of Bird and the § 103(a) rejections relying on the disclosure of Simpson in view of Abadi is requested. Applicants, therefore, believe that the present application including claims 1-11 is in condition for allowance. It is believed no fees are due with this response. If any fees are due, authorization is given to charge deposit account 13-2855.

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Respectfully submitted,

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